

# Solicitation 704-10581

## On-line Employment Software Services



City of Fort Lauderdale

## Bid 704-10581

### On-line Employment Software Services

Bid Number	704-10581
Bid Title	On-line Employment Software Services
Bid Start Date	Jul 23, 2010 11:12:18 AM EDT
Bid End Date	Aug 18, 2010 2:00:00 PM EDT
Question & Answer End Date	Aug 6, 2010 8:00:00 PM EDT
Bid Contact	Richard Ewell Purchasing rewell@fortlauderdale.gov
Pre-Bid Conference	Aug 4, 2010 10:00:00 AM EDT Attendance is optional Location: 100 N. Andrews Avenue, 3rd Floor Conference Room, Fort Lauderdale, FL 33301.

#### Description

The City of Fort Lauderdale, Florida is seeking proposals from qualified software providers to provide an on-line services solution for Employment Recruiting, Tracking, Testing and Selection process for the City's Department of Human Resources.

For a copy of the RFP, go to [www.bidsync.com](http://www.bidsync.com).

**RFP #704-10581****TITLE: On-Line Employment Software Services****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified software providers, hereinafter referred to as the Contractor, to provide an on-line services solution for Employment Recruiting, Tracking, Testing and Selection process for the City's Department of Human Resources, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**02. INFORMATION OR CLARIFICATION**

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com) . Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

**04. PRE-PROPOSAL CONFERENCE**

There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal meeting and/or site visit.

**05. ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they can meet and or exceed the functional and technical requirements and respond to all requested information in this Request for Proposal.

## 06. PRICING/DELIVERY

All prices quoted shall be firm and fixed. Pricing shall be in the format contained in PART VII – PROPOSAL PAGES – COST PROPOSAL of the RFP. Alternative approaches for the pricing of the requested products and services may be provided; however, such alternate approaches shall be described separately and must be **in addition** to the format in Part VII. Do not include cost or price figure anywhere except in the cost and pricing section.

## 07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

## 08. AWARD

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

**PART II - RFP SCHEDULE**

Release RFP	07/22/10
Pre-Bid Meeting	08/04/10
Location: Fort Lauderdale City Hall 100 N. Andrews Avenue, 3 <sup>rd</sup> Floor Conference Room Fort Lauderdale, FL 33301	
Time: 10:00 am	
Last Date for Receipt of Questions of a Material Nature	08/06/10
Addendum Release (If required)	08/09/10
PROPOSAL DUE (Prior to 2:00 PM EST)	08/18/10

### **PART III - SPECIAL CONDITIONS**

#### **01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 06/09 (GC) are included and made a part of this RFP.

#### **02. NEWS RELEASES/PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

#### **03. RFP DOCUMENTS**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

#### **04. CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by Contractor in responding to this RFP.

#### **05. RULES AND PROPOSALS**

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.

#### **06. CONTRACT PERIOD**

The initial contract term shall commence upon final execution of the contract by the City and shall expire one year from that date. The City reserves the right to extend the contract for three additional one year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

#### **07. COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing

for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

#### 08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

#### 09. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

## 10. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

## 12. INVOICES/PAYMENT

Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City, in accordance to Florida Statute, Florida Prompt payment Act.

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

## 13. TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

## 14. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.



The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

#### 15. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

#### 16. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfaction, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

#### 17. INSURANCE

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance, Comprehensive Automobile Liability Insurance, and Professional Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The Contractor must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

## **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

## **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

## **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

## **Professional Liability (Errors & Omissions)**

### Consultants

Limits: \$2,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Department  
100 N. Andrews Avenue, Room 619  
Ft. Lauderdale, FL 33301

## 18. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

## 19. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

## 20. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of eight (8) hours, provided that in extenuating circumstances, the

City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## 21. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

## 22. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

## 23. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

## 24. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

## 25. PERFORMANCE TRIAL AND ACCEPTANCE PERIOD

The successful Contractor shall successfully complete the acceptance testing requirements within ninety (90) days following the mutually agreed upon Contract Scope of Work and Timeline schedule. The City will accept the operational product(s) when the Contractor(s) have successfully proven the respective product to function in accordance with the RFP requirements, but not to exceed one hundred and twenty (120) days from the Timeline schedule established in the Contract agreement. Performance trial and acceptance testing shall be based on the system, including all equipment and software, being fully and consistently operational for a period of not less than thirty (30) working days after receipt and installation.

The City will use this testing period to evaluate the products and verify that all requirements stated in this RFP have been met. In testing for acceptance, the City requires that the products operate problem-free for thirty (30) continuous working days. If it is determined that all requirements have not been met or that resolution of any problems cannot be attained, the City reserves the right to return the product(s) at no cost to the City.

## 26. WARRANTY/EXTENDED MAINTENANCE

The City requests the total system be fully warranted for a minimum of one (1) year following satisfactory installation and City Acceptance of the total system. Proposer shall state the initial software warranty in the technical proposal section of the Proposal Summary Pages.

Proposer shall also provide information and pricing for optional extended maintenance and support services that are available after expiration of the initial equipment and software warranties. Information shall include specific details on the type of coverage and all exclusions, if applicable.

Bidder should submit guaranteed annual extended maintenance and software support costs to the City for warranty services for the system proposed, in accordance with the RFP specifications.

Costs should be based on a firm, fixed, annual cost to the City for the second, third and fourth years, following initial one (1) year warranty expiration. If vendor is unable to guarantee a firm, fixed annual cost, the City will consider a maximum percentage escalator **not to exceed 5% per year, or the CPI whichever is less.**

**If the City would be required to sign an extended maintenance contract, or software license agreement, Proposer shall include a copy of the standard maintenance forms(s) as a part of the RFP response.** Such agreement shall be subject to City Attorney review, modification, and acceptance, if the City should elect to purchase the extended maintenance.

## 27. INSTALLATION DATE

Proposers shall provide a proposed timeline schedule, from date of City award, to complete the delivery of all system components, including all equipment, software, related supervision, and City staff training in order to provide a completed, satisfactory system installation. The delivery time shall be stated in calendar days from the date of City notification of award, or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, diagnostic testing, training of designated personnel, and other phase related completion dates, in accordance with the RFP specification services.

## 28. SOFTWARE CODE IN ESCROW

The City requests the software provider to put the source code for this software in escrow. This will ensure that if the provider should discontinue operations or support, the City will have a means to access this Code, if necessary. Provider/Manufacturer shall indicate the ability to comply with this request in the RFP Summary Pages.

## PART IV - TECHNICAL SPECIFICATIONS

### 01. SCOPE OF SERVICES

#### **Project Objectives**

The City of Fort Lauderdale (City) requests competitive sealed proposals from qualified Software Providers capable of providing on-line services for employment recruiting, tracking, testing and selection process for the City's Department of Human Resources in accordance with the terms, conditions, and specifications contained within.

To include for the provisioning, configuration, and set-up of an automated system which provides for on-line job descriptions and job announcements, personnel requisitions, recruitment, evaluation, selection, applicant tracking, testing/scoring and reporting solutions, including maintenance and support. The goals of the System are to:

- Consolidate all functional areas of the hiring process into one system;
- Quick Deployment;
- Increase staff efficiency;
- Flexible and easy to use;
- Decrease overall recruitment cycle time;
- Reduce unnecessary processing time by increasing efficiencies in applicant data entry, tracking, testing and information retrieval;
- Improve the format of the information and data received from applicants to allow for more valid and effective evaluations of an applicant's training and experience by providing a mechanism for applicants to answer job specific questions (supplemental questionnaires) regarding qualifications and to objectively score that information if required;
- Improve the ability to prepare reports regarding recruitment and applicant activity.

#### **Introduction**

The City of Fort Lauderdale is a full service local government providing a broad range of public services and employs approximately 2500 full and part-time regular employees. The City has, for the most part, a centralized Human Resources Department that announces and processes all vacancies.

The Human Resources Department normally processes approximately 10,000 employment applications per year.

The City desires to have completed the implementation of an Employment Recruitment, Applicant Tracking, Testing and Selection System service during first quarter of 2011. The Software provider must meet or exceed all requirements described in this solicitation.

## **Background/Current Process**

The Human Resources Department currently uses an automated Business Process Management and Workflow (BPM) system for parts of the recruitment, selection and hiring recruitment process. This system includes an electronic Personnel Requisition form, workflow routing and approval process, and an application process for applicants, electronic document storage and routing of applications by recruitment folders for review by the HR Analysts.

For other functions of the hiring process other systems are used. A Testing Program is utilized for test form creation, answer keys, and a repository of test items. An Application Tracking System is used for the applicant tracking and selection process, including the scoring of all paper-and-pencil tests. The system is based on 1980's technology and needs to be replaced.

Personnel Requisition: City departments utilize an electronic Personnel Requisition form (**Exhibit A**) to initiate the hiring process when a vacancy occurs. The form requires an attachment (WORD or PDF) and both are routed through an electronic workflow process for approval by the various departmental staff, department director, human resources director, budget office director and back to human resources to begin the recruitment process. (if a current eligible list/employment register does not exist).

Job Announcements: Once the Personnel requisition form has been completely approved, a job announcement is created using MS Word with information from the job description and salary schedule accompanied by a supplemental questionnaire if applicable. These documents are posted to the 'job list' on the City's website. Hard copies are printed for posting and distribution purposes.

A test plan is initiated in the applicant tracking system. The recruitment information, which is identified in the system, includes the job class number and sequence, job title, hiring department, recruitment type (promotional or open), exam process, HR analyst assigned and length of list life (6, 12 or 24 months).

Recruitment Folder: An electronic file folder for the Recruitment is created in the BPM system and includes all initial documents related to that recruitment.

Employment Applications: Once the job is posted applications and attachments are accepted (**Exhibit B**).

Applications are accepted electronically via the City's website or hard copy. The online employment applications are sent to the appropriate recruitment folder. Paper applications and attachments are manually separated by document type and scanned in batches using a scan capture software product. Applicant data required for the import into the Applicant tracking system is keyed (later exported) and the batches (metadata and images) are released to the appropriate recruitment folder in the BPM system. The City accepts and will continue to accept paper copy applications and attachments.

Applicant Screening: The HR Analysts begin to screen the applications/attachments on-line for minimum qualifications (mq's) and completeness. Those that are incomplete or do not meet the mq's are coded as disapproved along with reason codes. The disapproved



applicants are also coded in the applicant tracking system and a form letter specific to the position applied for is generated that explains why the application was not approved.

Reactivating Applicants: Applicants who appeal a decision of disapproval, and are able to provide further qualifying information, are reactivated in the systems. Applicants whose Appeals are not approved are sent another notice, also generated in the applicant tracking system.

Exam Plan: An exam plan must be entered into the applicant tracking system for recruitments before a test can be scheduled. If the exam plan is unknown or not yet determined, a basic plan is entered in order to schedule an exam. The plan can be revised at a later time – prior to entering scores or scanning exams.

The exam plan contains formulas for each individual exam, as well as a formula for the final grade, and fail criteria. The applicant tracking system allows for a maximum of 15 sub-scales for each exam with a maximum of 8 exams. The system also allows for a total of 15 variables that can be used to add additional points to an applicant's grade. The variables most commonly used are to enter seniority points, education points and paramedic points.

Final grades are usually displayed as whole numbers; however, some union contracts require final grades to be computed to the tenth of a point or quarter of a point. The rounding of final grades is not done until the applicants are transferred to the employment register – grades are not rounded for each test.

Exam Scheduling: Once the cut off of applications has been established, exams are scheduled. The date, time, place, and type of exam is entered into the applicant tracking system. All active applicants are moved from applicant entry to the next step in the process and a notice of the exam information is generated and mailed to each applicant. If the recruitment is continuous, this step is repeated for new active applicants for the next specified date.

Item Bank/Exam Test creation: An item banking software is used to create tests (multiple choice, true false, essay, and oral interview questions) and store test items. The software provides for the creation and formatting of a set of items that are printed as paper-and-pencil tests. Some of the written tests contain over a 100 questions and this requires duplex scanning. The system also is used to generate "bubble" answer sheet keys, which are then transferred to the Scantron form 22000 and scanned into the applicant tracking system using a test-scoring machine (OMR scanner – ScanMark 2000).

Oral interview test booklets and scoring forms are assembled in word processing software.

Attendance Roster: For written exams an attendance roster including the applicants name and date and time of exam is generated using the applicant tracking system. All applicants who are not in attendance are coded in the applicant tracking system and in the BPM system accordingly.

Administering Exams: Types of exams that are currently administered are oral, written, practical, training and experience and/or assessment exercises. Typing tests are performed on-site using a typing test program installed on computers.

Exam Scoring: For written exams (paper-and-pencil), the test answer key is duplicated on a Scantron form 22000 along with a form for each sub-scale to indicate how many questions in each section. The exam plan is reviewed and any updates are entered. The key and answer sheets are scanned into the applicant tracking system. Currently, the social security number on the answer sheet identifies applicants. A program is run to store the answers for each applicant and moves them to the next step in the process.

Manual entry of test scores is required for other tests that include: oral boards, written, practical, and training and experience and/or assessment exercises. The exam plan is reviewed and verified in the applicant tracking system. Scores are entered individually into the system.

Police and Fire promotional exams include a 3-day period for candidates to challenge the keyed answers to the exam. If there are legitimate challenges, changes are made to the answer key and the answer sheets are re-scored.

Computing Test Scores: Reports are generated from the applicant tracking system for analysis and determining the pass point. The reports include item analysis for written exams; compute detail, which reports answers by sub-scale by individual candidate; statistics summary and subgroup distribution reports. The reports are reviewed and analyzed by the test administrator and a pass point form is completed and approved.

Recomputing Test Scores: The exam plan is updated with the pass point and scores are recomputed on a scale of 70 to 100. Updated reports are generated with the scaled scores.

Fail Determination: This program is run in the applicant tracking system that generates a notice/letter for each applicant who did not pass the exam for that specific recruitment.

Applying Additional Points: Additional points for Veterans' preference, seniority, education, paramedic licensure are added, if applicable. Points are added to the final grade when the employment register is established. Applicants are required to complete and attach Form J-204 (**Exhibit C**) and provide the member 4 copy of the DD214.

Veterans' Preference Points: Florida State Statute, **Chapter 295, Section 295.07 (Exhibit D)**, provides the guidelines for applicants eligible for preference points. All applications for those with passing exam scores are reviewed for the following information to determine eligibility:

- a) Do they claim veteran's preference?
- b) Did they submit the Member 4 copy of their DD214?
- c) Did they submit the City of Fort Lauderdale form J204?
- d) Are they a current city employee? (Promotion preference is only given to veteran's first promotion after reinstatement or re-employment)
- e) Are they a Florida resident? (Out-of-state applicants are not eligible unless they have filed their intent to be a resident with the Circuit Court.)
- f) Did they receive an honorable discharge?
- g) Did they serve at least one day of active duty?
- h) Was their active duty during a war time era? (Exception – disabled veterans are eligible if service was during a non-war time era.)
- i) If not during a war-time era, was service during a qualified campaign/expedition

as noted on the DD214? (Exception – Campaigns/expeditions do not need to be listed if the applicant was a recipient of the Armed Forces or Global War on Terrorism Expeditionary Medal.)

- j) Are they claiming a disability? Did they submit proof of disability dated within one year of application that states the percentage of disability?

Applicants who meet the requirements are coded in the applicant tracking system and will receive five additional points added to their final exam score.

Disabled veterans with less than 30% disability receive 10 additional points.

Disabled veterans with 30% or greater disability receive 10 additional points plus move to the top rank on the employment register.

Other Additional Points: The collective bargaining agreements provide for points to be added to passing exam scores. Points are calculated manually based on the applicant's seniority, educational degrees, paramedic licensure, etc., and are entered in fractions of .10, .25, .50, and whole numbers.

Additional points are entered into the applicant tracking system individually for each qualified applicant. Scores are recomputed so that the points are added to the final grade when the employment register is established.

Employment Register (Report of Eligible's): When all testing, scoring and additional points have been added, a program is run in the applicant tracking system that creates a list of eligibles based on their final grades (**Exhibit E**). Applicants are ranked in numerical order with those having tie scores in the same rank. All applicants with a passing score are ranked and depending on the size of the recruitment, there could be two applicants ranked or 200. The register includes the job title and recruitment number, recruitment type (promotional or open) list life (six months, one year or two years), the date established and the HR Analyst's initials. Applicant information includes name, rank, social security number, final grade, eligible date, gender, ethnicity and veterans' preference codes.

In the case of continuous recruitments, the same test and pass points are used and the new eligible names are merged in with existing names in rank/score order.

Ranking Notices: Letters or ranking notices are automatically generated when a register is established. The notice appropriate to that recruitment is selected and each one includes the applicants name, address, rank and in some cases, individual test scores and final grade.

Certification of Eligibility: This form is also generated from the applicant tracking system. It contains pertinent information on the vacant position, the names, addresses and telephone numbers of all applicants in the top five ranks listed in rank order (**Exhibit F**).

This form and the corresponding applications are sent to the hiring supervisor. Once a selection is made by the department as indicated on the Certification of Eligibility, the form is routed for approvals by the department director, the HR Director and the Budget Director. The form is returned to Human Resources and the new hire is contacted for pre-employment medical/drug exam and a background check is initiated. All necessary information on the new hire is manually entered into the personnel/payroll system. The original copy of the

certification form becomes part of the new employee's electronic personnel file.

Clearing a Certification: The remaining certified applications are coded in the applicant tracking system according to the information provided by the hiring supervisor. A notice is generated with the outcome or result of the selection process. The employment register is then re-ranked in the applicant tracking system to exclude eligible's no longer active.

Non Exam Positions: The City also recruits for non-exam positions which do not always require a personnel requisition. These are entry level, temporary, or part-time positions. Applications are received in HR or outlying departments, with or without posting the job. If applications are received in HR they are then forwarded to the hiring department. The department notifies HR of the applicant selected and a Certification of Eligibility form is generated from the applicant tracking system that contains only the name of the applicant selected.

Miscellaneous Applicant Tracking Activities:

Throughout the process other information is utilized and obtained from the applicant tracking system. These include some of the following:

Candidate Summary: This module in the applicant tracking system is used to display the status of an individual's history / outcome for all positions they have applied for. A name search is run to obtain the applicant's social security number to enter for the candidate summary.

Creating Sets: Sets of applicants can be created in the applicant tracking system by defining certain criteria. The set is then used to run various programs such as applicant notices, expiring eligibles, etc.

Extending/Expiring an Employment Register: On a regular basis registers are reviewed to determine if they are to expire as scheduled or be extended. A report is generated that displays the eligible date, expiration date and status for each applicant. The report includes gender, ethnicity and veterans' preference code.

For extending the employment register, all active applicants' records are updated with the new expiration date in the system.

For expiring employment registers, a set of active applicants is created in the system and coded as inactive.

For Continuous recruitments, a set of active applicants by eligible date is created to either extend or expire.

Flagging Applicants as Disqualified: Applicants who are disqualified (barred) from employment are flagged in the applicant tracking system for review in the event they should reapply. A notice is generated and sent to the applicant.

**Reports:** The applicant tracking system generates several predefined reports, however those most utilized are:

- a) Item Analysis – provides extensive statistical analysis of test results used to measure the effectiveness of individual test items within that applicant group.
- b) Applicant Summary Report – includes totals for applications received, disapproved, eligible, and test scores with outcome status of each applicant.
- c) Eligible Report – Includes name, rank, final grade, eligibility and expiration dates.
- d) Referral Quality – reports the hiring department's rating of the quality of the applicants and the service provided by the Human Resources Department.
- e) Workload Summary – reports workload for specific time period by job class, department, analyst or support staff.
- f) Applicant Intake Report – reports the number of applications received for a specified period of time by month and recruitment.

### **Desired / Enhanced Functionality**

Staff is looking to consolidate the various processes and functionality described in the preceding pages into a single system to increase efficiency and provide for some of the following enhanced processes:

#### **Personnel Requisition Form and Processing**

- The System shall include a Personnel Requisition Form (initiates the hiring process most of the time), which is to be utilized by the various City departments and Divisions. The form should be routed / accessed online by various departments as needed including the Human Resources Department.
- The ability to customize the form is required so that current required fields are captured. The form processing will need to conform to the City's current business process and rules.

#### **Job Descriptions/Announcement Process**

- Ability to store and post job descriptions and provide for the ability for potential applicants to complete on-line interest forms for any job description posted and be automatically notified by email or hard copy letter in the event and active recruitment begins.
- Have an employment opportunities search engine, which will allow for interested parties to search, by word, text string or category, for all job titles and descriptions.
- Allow the job openings / announcements to be created and managed on the Software Provider's application software and accessed via the City's Website.
- Allow for the announcements to be printed for posting and distribution purposes.

- Allow for the ability for announcements/current job openings to auto-expire after their closing date and be automatically removed from the website.
- Allow flexibility in posting periods and lengths, including extensions, continuous recruitments and acceptance of Job Applications for such position(s).

### **Announcement and Supplemental Questionnaires**

- Allow for each vacancy announcement to include a set of questions that will be generated by the Human Resources Department using a database maintained in the System. These questions must be able to be automatically loaded into the System and must include multiple-choice, true / false, and narratives, as required.

### **Employment Applications and Processing**

- Allow applicants to apply on-line by completing a customized employment application. The applicant should be able to describe their experience and education in detail.
- Applicants must be able to apply for multiple positions and be able to partially complete, save and retrieve the application at a time prior to submitting.
- The system should have the ability to attach additional information, as well as answer supplemental questions pertaining to the job. All document formats should be viewable even without its associated application for that file type.
- All pertinent applicant data should be electronically captured and stored within the System.
- The City will require the ability and functionality to scan and import paper applications, attachments, and supplemental questionnaires and populate data from these documents. The City desires this to be an automated process if possible (scan/import/populate data).
- The system should send an automatic notification to the applicant acknowledging receipt of an application both on the screen and by e-mail, including the date and time that the application was successfully submitted. The City requires this format to be **HH:MM:SS AM or PM.**
- If the applicant does not have an e-mail address, the system must have the capability to notify the Human Resources Department staff to send an acknowledgement created by the contractor's software by regular mail.
- Provide applicants the ability to respond to job specific questions developed for each vacancy in a job specific questionnaire, which will identify necessary knowledge, skills, and abilities, if necessary.
- Allow processing of each application and any attachments as a single complete document. And also allow for page printing of each application and any attachments.

- Provide security such that the applicant can view and modify only his/her own data.

### **Item Bank**

- Provide the ability to create a database of questions. Specific questions can be coded by task area, position, or job class and accessed for multiple recruitments. Analysts can access questions and "click and choose" appropriate questions for each vacancy.
- Scoring will be determined by assigning weights to the questions or category of questions. Weights will be determined by the HR Department in conjunction with the City departments.

### **Applicant Screening, Testing and Scoring**

- The system should allow for the capability to screen applications and questionnaires through an automated process based upon responses to job specific questions, if required.
- Relevant test score data should be automatically entered and integrated into the applicant's record based on City computerized and manual tests. The HR Department will give final qualifying status of applicants.
- The system should allow multiple hurdle scoring of applicants during initial applicant screening and during merit testing.
- Allow for questions to be scored individually or aggregated into composite scores. The system must be able to score an individual item in combination with another item. For example, a position in which either 2 years of college plus 2 years experience or one year of college plus 3 years of experience is acceptable. The scoring methodology must reflect this.
- Allow automatic entry and integration of applicant scores on exams such as interviews, video tests, written tests, typing, etc. via hardcopy or data file.
- Allow for computerized or on-line testing, with the ability for timed testing.
- Send an automatic notification to the applicant of the disposition of the application via email (scheduled for testing, selected for certification, not accepted at this time, etc.). If the applicant does not have an e-mail address, the system must have the capability to print out a hard copy for regular mail
- Applications of qualified applicants will be electronically sent to or viewed by the department for review and selection.
- Final information about hiring decisions would be electronically sent to or viewed by the HR Department.

## Employment Register

- The system should allow for employment registers to be established by ranking candidates according to their overall scores. The candidates must be successful in each part of the examination process.
- To fill each vacancy, the hiring department will make a selection from among the top five ranks on the employment register. A candidate who is not selected will remain on the employment register and will be certified to subsequent vacancies.

## Data Management and Reporting

- Capture and store with secure access the applicants' personal data including name, address, social security number (other applicant identifier), demographics, EEO data, and positions applied for.
- The City currently requires two specific EEO reports and the system must have the ability to easily create reports with this required data. **(Exhibit G)**
- The System will allow the HR Department to develop, track and monitor recruitment and applicant statistics based on both standard and ad hoc reports generated from the system.
- Provide security such that the applicant can view and modify only his/her own data.

## 02. PROJECT MANAGEMENT

### Contractors Responsibilities

The Contractor shall provide Project Management. All activities of the Project manager shall be performed in a legal and ethical manner. The Project Manager is responsible for the implementation, specific time frames, testing and training plans. The Project Manager must be dedicated to servicing the City during the project. The contractor shall replace the Project Manager upon the request of the City if the city determines that the contractor is not satisfying its responsibilities.

### Review of Contractors Roles and Responsibilities

- Provide qualified consultants to deliver project
- Conduct work in an efficient and expedient fashion
- Assess, plan, test and implement in conjunction with the City
- Review of tasks, responsibilities and expected deliverables
- Identification of primary/lead project manager for the duration of this project if more than one vendor is involved, also identify whom this person interfaces with at his/her company.
- Identification of key and supporting personnel, i.e., Technical Lead, Project Lead, etc.
- The City has the right to disqualify members of the account team based on performance.



**City Responsibilities**

- Identify, schedule and confirm availability of support staff and management for interviews and meetings
- Schedule meeting rooms as necessary
- Provide suitable workspace and/or training room for contractor personnel to accomplish their tasks
- Provide cooperative access to knowledgeable staff that may be required during the examination phase of the project
- Obtain and provide information, data, decisions and approvals
- The City has designated a project manager from among its personnel who will be dedicated to this project. The City's Management Team for this project will provide project oversight on an as-needed basis

**03. USER TRAINING AND SUPPORT**

Training shall be provided to the City users on the operation of the system as applicable. The City will consider the "train the trainer" approach for basic use of the system.

- a) End User Training: Training of end-users, based on agreed-upon scope (e.g., all users, Administrative users, train-the-trainer). Training may be on-site or via web session, based on agreement.
- b) Operator and administrator training shall be provided for the appropriate designated users in a hands-on environment at the City's Site. The City may consider remote online training. Such training shall be sufficient to completely familiarize users with the system to the City's satisfaction. Proposer shall specify all facets of the training requirements, and suggested number of training days, in the RFP response. The actual training days and number of designated users may be adjusted by mutual agreement between the City and the successful vendor.
- c) Proposers shall include any recommended follow-up training and all related costs, if applicable, that may be suggested or integrally needed for a successful transition to the proposed system. This information should include identification of the training/number of days, and specified personnel who should be included in all phases of training.
- d) Proposer shall include a period of on-site or remote go-live support so that minor adjustments to screens and user features may be made within an agreed-upon time frame during the evaluation period.
- e) Additional support (via telephone or on-site, depending on the users needs) shall be provided on an on-going basis according to maintenance and support agreement terms and conditions, submitted as a part of the RFP response, and accepted by the City. Additional support and consulting services may be required during the Contract term. Proposers shall submit, as a part of the RFP response, a pre-determined rate schedule for such services, if not included within the standard on-going maintenance and support agreement.

Include an on-line tutorial for new applicants which would provide simple instructions for using the System.

Provide user help desk services for the HR Department staff during normal business hours (Monday through Friday, 8:00 a.m. through 5:00 p.m., EST) both by telephone and on-line. Emergency assistance should be available 24 hours per day, 7 days per week.

#### 04. ACCEPTANCE

The contractor shall certify in writing to the City that the equipment and / or software as installed and configured has been thoroughly tested and ready for use not less than five (5) business days before the established go-live date.

Upon certification by the contractor and the City that the system is ready for implementation the contractor shall perform the required implementation on a date and at a time mutually agreed upon by the contractor and the City.

System implementation does not constitute acceptance. The City will accept the system as soon after implementation to determine if the system conforms to all specifications. If, within 30 days following the implementation, the City discovers nonconformities, the City shall promptly notify the contractor in writing, setting forth the details, and the contractor shall correct such nonconformities at no additional cost to the City. The system shall also be deemed accepted if the City does not notify the contractor in writing of any nonconformity within 30 days following implementation.

The acceptance period shall start when the contractor and the City agree that the system is operational in accordance with the specifications. Further, this acceptance period shall not start until all 'punch list' items have been resolved.

#### 05. WARRANTY/MAINTENANCE SPECIFICATIONS

Coverage shall include on-site or remote maintenance / support by vendor technician and remote repair diagnostic services by the contractor. All warranty and maintenance coverage shall be for 24 X 7, 365 days per year, for all major system emergencies and M-F 8 am – 5 pm coverage for minor repairs.

During the warranty and subsequent maintenance periods, the contractor shall initiate emergency maintenance service, as required; such as action shall be continuous (until the problem(s) is/are corrected) for all equipment/services supplied.

#### 06. SOFTWARE UPDATES/SCHEDULED MAINTENANCE

Contractor shall furnish, at no charge, to the City, on-going product enhancements, updates, bug fixes, and service packs to the software version installed.

Contractor shall describe its policy and procedure regarding how it handles application software version upgrades (schedule for releasing upgrades, procedures for cutover involvement in upgrades, etc) and patches.

The City requires that all application software upgrades released by manufacturer during the term of maintenance shall be installed by the contractor as part of the annual maintenance requirement of the City.

Define the following:

- a) List of specific exclusions from the maintenance/license agreement
- b) Statement of response time for repair
- c) Hourly rate for repair of customizations/equipment services not covered under the maintenance / license agreement
- d) Cost for extension of maintenance agreement for subsequent years.

Warranty services and subsequent, contracted maintenance services are not assignable without prior approval of the City.

## 07. TECHNICAL REQUIREMENTS

- No or minimal application software, other than an Internet browser, should be required on computers (applicants and City staff) that access the System except for scanning hard copy applications.
- Users should be able to use Microsoft Internet Explorer, Firefox or Netscape Navigator.
- The System description shall include information regarding the minimum version required for these browsers.
- The System shall provide prompt response time (not to exceed 5 seconds) when accessed by City staff.
- The System shall provide adequate response time (not to exceed 10 seconds) when accessed via 56Kbs dial-up Internet service.
- The System shall provide all required interfaces with City's resources without compromising the integrity of the City's firewall and network security systems.
- The System shall provide applicants with an option to create user passwords that protect other applicants from viewing their data.
- The City desires that the system provide an alternative option to using the applicant's social security number as an identifier if so decided.
- The System shall provide access to the raw data on an ad hoc basis in a standard format such as Access or Excel.
- The data shall be owned by the City along with the ability to access the data by third party tools.

## 08. TRAINING AND USER ASSISTANCE

- Provide comprehensive training session for approximately ten (10) people at a City location to be determined by the HR Department prior to the full implementation of the System. Additional training must be available as needed by the City.
- Include an on-line tutorial for applicants which would provide simple instructions for using the System.
- Provide user help desk services for the HR Department staff during normal business hours (Monday through Friday, 8:00 a.m. through 5:00 p.m., EST) both by telephone and on-line. Emergency assistance should be available 24 hours per day, 7 days per week.
- Provide user help desk services to applicants both by telephone and on-line 24 hours per day, 7 days per week.

## 09. ACCESS RIGHTS

Provide different levels of access for different types of identified users: administrative user, line department human resources staff, and line department hiring users.

The system must provide the ability for access control to provide documents /modules to authorized people. It must allow for security level assignments via user classes/group and passwords. Access must be restricted as determined by the City

## 10. FUNCTION RIGHTS

The system should allow for the control of the actions users can perform to a document, such as, editing, adding, deleting and or copying and moving.

Provide the ability to customize data entry screens. At a minimum, these screens should consist of user-defined tables that include but not limited to: hiring managers, classification codes, job titles, departments, divisions, EEO codes, and names of HR Department Employees and department's Human Resources liaisons.

Include a full feature reporting capability with a SQL type query tool so that recruitment and applicant data and statistics can be easily retrieved through both standard and ad hoc reports. Data should be available by individual recruitments as well as aggregate statistics by department, analyst, occupation, total, etc.

## PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

<b>Statement of Qualifications</b>	<b>10%</b>
The proposer's demonstration of a full understanding of the services requested, and their ability, capacity, skill and personnel resources to provide those services.	
<b>Preliminary Scope of Services</b>	<b>25%</b>
The quality and clarity of the proposed scope of services, and the degree to which the proposer demonstrates a unique, creative, and coherent approach to the project, while fulfilling the intent of the project objectives.	
<b>Compliance Matrix and Bidder Questionnaire</b>	<b>15%</b>
<b>Previous Experience</b>	<b>20%</b>
The proposer's demonstration of relevant experience with respect to and expertise in all of the specific services contemplated under this RFP, including but not limited to the items listed in PART IV.	
<b>Total Project Cost</b>	<b>30%</b>
Total project cost including all expenses and travel.	

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost/fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

$2^{\text{nd}}$  lowest cost minus lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points minus Z = points assigned to  $2^{\text{nd}}$  lowest vendor and so on.

## **PART VI - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Department, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

### **PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS (7) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

**THE ABOVE REQUIREMENT TOTALS 8 COPIES OF YOUR PROPOSAL. CONTRACTOR SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

## PART VII - PROPOSAL PAGES – COST PROPOSAL

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in PART IV, as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, prompt payment, etc. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work/services. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

The vendor must complete pricing submission in the following format (estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise):

### **A. Software Licensing:**

Flat rate cost for all users

Total \$\_\_\_\_\_

### **B. Hardware/Server/Networking/ Storage Costs**

Provide a detailed description of items and costs/Other

Total \$\_\_\_\_\_

### **C. Implementation Costs**

Total \$\_\_\_\_\_

### **D. Maintenance and support costs (4 Year Total)**

Total \$\_\_\_\_\_

Provide a detailed description of items and costs

Year 1 \$\_\_\_\_\_

Extended Year 2 \$\_\_\_\_\_

Extended Year 3 \$\_\_\_\_\_

Extended Year 4 \$\_\_\_\_\_

### **E. Training Costs**

(Provide detail, total hours, cost per hour, and all related travel costs)

Total \$\_\_\_\_\_

**FINAL PROPOSED GRAND TOTAL \***

**\$\_\_\_\_\_**

### **Misc Items**

Consulting/Professional/Technical Services \$\_\_\_\_\_ per hour

Export of required data for New Hires

For import to the Payroll System \$\_\_\_\_\_

\*Any omissions in this RFP shall be identified by each proposer and incorporated into their proposal. The City will not increase the Purchase Order (either dollar or time) for items not included in the submitted bid documents. The City reserves the right to purchase any part of, or the entire proposal.



## PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Tab 1: Proposal Signature page

Tab 2: Non-Collusion Statement

Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.

Tab 4: Statement of Proposed Services. Proposals should respond to scope of work. They should be no longer than fifty (50) pages (single sided), and be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) estimated timetables (e.g. marketing).

This section should also include: detailed description of your concept and approach to providing the system and services required and all back-up information necessary for the City to properly evaluate your proposal and which satisfies all requirements contained in the RFP Scope of Services. Provide technical specifications, performance specifications, and installation, testing and training.

Tab 5: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.

Tab 6: List those persons who will have a management or senior position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications/certifications must accompany your proposal. If subcontracting is intended, list those companies involved, including years the relationship has been in place, and also include year's experience and company information requested throughout the RFP.

Tab 7: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline.

Tab 8: Proposer shall complete the included Proposal Questionnaire and Compliance Matrix. Proposer shall include explanations for all areas where the proposed system does not comply with the RFP Scope of Services. All explanations shall be included in the RFP response and properly identified by reference to the Compliance Matrix, and/or Scope of Services section, page, paragraph and/or ID code(s).

- Tab 9: List all clients for whom you have provided similar services in the last three years. (A minimum of three references of similar size and complexity is requested). Provide agency name, address, telephone number, contact person, email address and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences. If subcontracting, include separate references on other joint projects.
- Tab 10: Cost Proposal Page
- Tab 11: Any additional attachments to your proposal.

**PART IX - PROPOSAL PAGES – PROPOSAL QUESTIONNAIRE**

1. What security measures are in place to safeguard customer data?
2. Have process management controls been instituted to prevent unauthorized users to various areas of the application
3. What access controls are in place?
4. Who can make changes to various user groups within the application and are those changes logged?
5. What change control processes are in place?
6. When can the systems be brought down for scheduled maintenance or patches? Does it require client approval or is it determined by the service provider?
7. Does the service provider conduct regular external 3rd party security audits on their systems?
8. What kind of security vulnerability tests does you company have in place? Does the service provider have a penetration test conducted by an external firm?
9. Are these reports made accessible to the clients for their systems upon request?
10. What kinds of backup and recovery methods exist?
11. Can the service provider restore data deleted either accidentally or maliciously? Can this be tested before going live?
12. Can you provide security certifications from the provider's network engineers- CCIE, CCISP, or similar.
13. Does the service provider have a Statement on Accounting Standards (SAS-70) certifications?
14. Does the service provider give agreeable Service Level Agreements on all the services?
15. What are the consequences for clients not being able to access your systems- refunds, credits, ability to exit the contract? What remediation will contractor provide to the City for downtime up to and including reduction of fees and / or reimbursement of payments?
16. What controls and methods are in place to ensure password policy, account lock-outs, detailed log files that record unauthorized access?
17. Are passwords sent over the internet encrypted or clear-text?

18. Since the application is accessed via a web browser, who is responsible for updating the security certificate?
19. What tools are used within your application (such as Java or similar)? Do you routinely plug holes for java or similar tool?
20. Is your security up to date against the latest threats?
22. What mechanisms are in place to permit customers to regain their data?
23. Please provide a copy of your Service Level Agreement (SLA) which stipulates these and other protections?
24. Are there export capabilities? Can the City export the data in a format that can be easily re-used? Can the City obtain copies of backups on a routine basis?
25. Please describe how the City can obtain any data on an as-needed basis
26. Is your production equipment housed in a state-of-the-art collocation facility?
27. What are the security arrangements for the facility? Are they in place 24 hours a day 365 days a year?
28. On what type of infrastructure do you host data? (Virtualization, on-demand, or multitenant environment)
29. How many different locations are currently used to store customer data? Where are the locations and at what physical location will the City's data reside?
30. What is the database that is used?
31. Is Client data stored on a database server that resides behind a "hardware firewall" or directly on the Internet?
32. Do you utilize Redundant Network Systems?
33. What are the virus protection arrangements?
33. Do you contract with an independent third party vendor to receive periodic external and internal vulnerability scans?
34. How often do you back up your data and where are backups stored?
35. What level of data encryption do you use to protect website transactions?
36. What is your privacy policy?
37. What safeguards are in place to ensure near constant availability of the application?
38. Can you guarantee a specific percentage of uptime and performance in the SLA?

39. Do you offer full hardware redundant power supplies such as battery and generator backups to avoid consequences from power failure?
40. Is your server farm scalable to quickly meet a sudden increase in demand?
41. Does your staff include a highly qualified Operations team that monitors the site 24 hours a day, 365 year?
42. Please describe your license pricing model and Usage Rights? Please indicate if there is a minimum license purchase requirement?
43. Does your company escrow source code (deposit with a neutral third party)?
44. Does your SLA include a provision to report all events of unauthorized access of data?
45. Describe the requirements, implementation, configuration process of your software application to the City's Web Site.
46. In the event of an outage or major emergency, how would the proposer respond? What personnel would be involved?
47. How long would the outage occur before a response?
48. Describe how system enhancements are proposed; decided upon; and implemented.
49. Provide a detailed description of any miscellaneous software and hardware required from other vendors, including estimated costs and available sources.

## PART XIII - REQUIREMENTS OF THE PROPOSAL, SECTION VII. COMPLIANCE MATRIX

## RECRUITING SERVICES APPLICANT TRACKING AND TESTING SOFTWARE SYSTEM

The City is soliciting proposal for a web-based Applicant Tracking and Testing Software System responsible for maintaining a robust personnel recruitment sourcing, screening, testing, tracking and selection system to successfully meet the recruitment goals of the City .

Should the vendors submit a partnered solution, one vendor must be defined as the Primary integrator / implementor for a complete relational solution. The following functions are Technical and Functional requirements.

Please interpret each numbered line as a question or requirement. If an item is indicated as "Y" for Comment, please provide attachments indicating line number.

VENDOR NAME:							
REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE				
			Technical/Functional Requirements				
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided
Requisition	1	Personnel Requisition initiated in departments and divisions routed to various approvers, in various departments					
Requisition	1	Modify requisition form fields and permissions					
Requisition	1	Ability to customize and incorporate required/mandatory fields on personnel requisition					

VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Requisition	1	Ability to route the personnel requisition online for pre determined personnel and ability to easily change this routing						
Requisition	1	Ability to attach documents to the personnel requisition electronic copies or scanned images						
Requisition	1	Ability to locate the personnel requisition in the approval process date and time stamped						
Requisition	1	Ability to send an email notification of personnel requisition for each stage of the process						
Requisition	2	Track and report all requisition activities, status and progress						
Job Postings	1	Ability to import job salary ranges, Min/Max annually, monthly, bi-weekly, or hourly into to the system						
Job Postings	1	Ability to create, display and modify Job Descriptions, Job Announcements, maintain previous versions and disable / enable what is displayed as required						
Job Postings	1	Ability to automatically post and expire job announcements based on start and end dates						

VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Job Postings	1	Ability to post Announcements 'continuously' or until a sufficient number of applications have been received; ability to provide for periodic cut off dates during continuous job postings as needed						
Job Postings	1	Ability for potential applicants to express interest in a job and request email or hard copy notification when job is available for recruitment, display a list of interested applicants or automatically email once a job is posted for recruitment						
Job Postings	1	Have an employment opportunities search engine which will allow for applicants to search, by word or text string, for all active vacancy postings.						
Job Applications	1	Ability for applicants to apply on-line for positions which city is currently recruiting for						
Job Applications	2	Ability for applicants to check status of their applications real time.						
Job Applications	1	Ability to customize the Job Application and incorporate required fields whereas the applicant cannot submit unless responded to or completed						
Job Applications	1	Ability to search the applicant database and associated attachments						



VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Job Applications	2	All document formats should be viewable even without it's associated application for that file type.						
Job Applications	1	Applicants and recruiters must have the ability to 'attach' additional documents to the applications/recruitments						
Job Applications	1	Applicants should be able to save a partially completed job application and retrieve at a later time for final completion						
Job Applications	1	Email notification sent once Job Applicant submits an application. The date and time of each application submitted must be captured and easily accessible/viewable with in the system as well <b>(format required 00:00:00)</b>						
Job Applications	1	The ability for an applicant to apply for multiple positions without having to repeat standard information such as work and education history; ability to update this information and customize for current job postings						
Job Applications	1	The ability to view and print applications properly formatted (logical layout), any attachments and associated questionnaires anytime by the applicant and HR staff						
Job Applications	1	The City currently accepts hard copy employment applications and supplements and intends to continue this practice for those without internet access, the system must have the ability to accept scanned images of hard copies and upload data to the system.						

VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Job Applications	1	Ability to hide or redact information from applications or other documents by access permissions and users						
Job Applications	3	Ability to eliminate data entry with ICR scanning.						
Applicant Screening	1	Ability to pre score and pre screen applicants based on the supplemental questions and requirements						
Applicant Screening	2	Ability to pre screen applicants on narrative responses						
Applicant Screening	1	Allow multiple hurdle scoring of applicants such as on minimum qualifications or minimum qualifications plus desirables, or multiple exams.						
Exam Plan	1	Ability to define unique examination plans per recruitment						
Exam Plan	1	Ability to revise exam plans as needed for recruitments without affecting any previous exams						
Exam Plan	1	Ability to apply weights to individual exams or subscales of an exam						

VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Item Bank	1	Ability to create, store and print written exams and answer keys						
Item Bank	1	Ability to create and maintain oral board questions/dimensions and interview rating forms.						
Item Bank	1	Ability to create, store, reuse and display a list of supplemental questions for each job posting/recruitment						
Item Bank	1	Scoring to be determined by assigning weights to the questions or category of questions. Weights to be determined by the HR Department in conjunction with the City departments.						
Exams	2	Ability to administer computerized or on-line testing, with the ability for timed testing.						
Recruitment Tracking	1	Ability to track applicants by step/hurdle						
Recruitment Tracking	1	Ability to process specific groups of applicants based on test cut dates.						
Recruitment Tracking	3	Ability for agency users to track recruitment status on-line						

VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Scheduling	1	Ability to schedule written, oral board and other exams; and generate hardcopy and/or email notifications of such exam for each applicant.						
Scheduling	2	Ability for applicants to self schedule exams						
Scoring	1	Ability to add additional points to final scores (seniority points, educational points, paramedic points, etc.).						
Scoring	1	Ability to add points to final scores and appropriately rank applicants for veterans' preference based on the Veteran's information contained within and Florida State Statue 295.07 (Exhibit D)						
Scoring	1	Ability to compute final scores as whole numbers as well ability to round to the nearest quarter of a point, and tenth of a point.						
Scoring	1	Ability to import test scores and populate applicant scores and gather item analysis statistics.						
Scoring	1	Ability to import paper-and-pencil answer keys and score applicant answer sheets						
Scoring	1	Relevant test score data to be entered and integrated into the applicant's record based on City computerized tests						

VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Scoring	1	Ability to scan bubble sheet test answer forms per applicant						
Employment Register	1	Ability to rank order of the applicants by final grade on the employment register						
Employment Register	1	Ability to list all applicants who passed the exam process on an employment register by rank/score						
Employment Register	1	Ability to manually and/or automatically expire eligibles off the employment register						
Employment Register	1	Ability to merge new eligibles onto the employment register						
Employment Register	1	Ability to extend an employment register if required.						
Employment Register	1	Retain records of expired employment registers						
Certification	1	Ability to refer application (including attachments) materials electronically to hiring managers						

VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Certification	1	Ability to certify multiple times from the same employment register						
Certification	1	Ability to create certifications without a requisition						
Certification	1	Ability to list applicants in the top 5 ranks on the Certification of Eligibility form						
Certification	1	Ability to list only one specific applicant on the Certification of Eligibility form						
Certification	1	Recall /Cancel Certification						
Notices	1	Ability to generate and send email and/or hardcopy notices for applicants (reject notices, schedule notices, ranking notices, etc).						
Notices	1	Ability to track all notices sent by email/ paper copy						
Notices	1	Should automatically generate notices based on applicant disposition						

VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Notices	1	Communicate to candidates in groups by letter						
Reporting	1	Ability to analyze and report on applicant flow						
Reporting	1	Ability to collect and report on EEO data per City's example ( <b>Exhibit G</b> )						
Reporting	1	Ability to create an attendance roster for exams.						
Reporting	1	Ability to generate an item analysis report of test questions/answers.						
Reporting	1	Ability to generate reports of raw exam scores to determine pass points (score distribution, histograms, adverse impact, etc).						
Reporting	1	Ability to generate reports on applicant flow, application intake, staff workload, EEO data, etc. (ad hoc reporting tool).						
Reporting	1	Ability to maintain detailed applicant history records						

VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Reporting	2	Ability to track recruitment plan tasks and notes per recruitment.						
Reporting	1	Maintain a history of all recruitments and exam plans.						
Reporting	2	Should be able to track, analyze and report on key hiring metrics; such as time to hire, advertising effectiveness, days between certification and hire, quality of applicants and quality of service						
Other Vacancy	2	Ability to manage layoff lists, including expiration date(s) of individual(s)						
Other Vacancy	2	Ability to manage transfer/demotion process						
Miscellaneous	3	Ability to populate new hire information to the city's Payroll System						
Miscellaneous	1	Ability to receive archived records on a quarterly basis.						
Miscellaneous	1	The system should provide for user friendly navigation for the applicants and staff						



VENDOR NAME:

REFERENCE	PRIORITY 1 = Critical 2 = Desirable 3 = Optional	<u>BUSINESS REQUIREMENTS SUMMARY</u>  (Vendors should refer to the "Scope of Services" for complete details of the requirements summarized here. Explain variances, if any, by indicating Yes in the "Comments" column and attaching a separate sheet.)	VENDOR RESPONSE					
			Technical/Functional Requirements					Comment
			Fully Provided	Provided with Modification	Custom Development Required	Provided by Reporting Tool	Not Provided	Y
Miscellaneous	1	Users should be able to use Microsoft Internet Explorer, Firefox and/or Netscape Navigator						
Miscellaneous	1	Provide a flexible and configurable interface						
Miscellaneous	1	Website must be ADA/Section 508 Compliant						
Access Security	1	Security Configuration - restrict access to supervisors, managers and agency HR staff, defining various levels of restricted access and flexibility to change security as employee responsibilities change						

RFP# RFPXXX-XXXX  
On-line Services for Employment Recruiting, Tracking, Testing and Selection  
System

Exhibits

## EXHIBIT A



## City of Fort Lauderdale - Department of Human Resources

## PERSONNEL REQUISITION

Requisition Date 02-11-2010

Non Budgeted Position

Position Type

Budgeted Position Number P547

Non-Budgeted Position Number

Class Title POLICE OFFICER

Class Number 0614

Pay Range P003

Fund 001

Dept. POL

Div. 03AJ

Act. 02BN

Sub-Act 01LT

Employee Group 03

Hours Per Week 40.00

Supervisory Position No

Last Incumbent 1

Date Vacated 02-16-2010

☒ Polygraph Required?☒ Drug Screen / Medical

## Driving Requirements

Operators License Yes

CDL CDL Class E

CDL (other)

Exam Required

If "Promotional Bid Position Posting" is selected you must fill out the following.

Supervisor / Lead Worker

If other please fill out below.

Location

Other

Hours / Schedule

Other

Immediate Supervisor Name 2

Title

Police Sergeant

Applicants to be interviewed by

1

Remarks / Brief Description of Duties

Responsible for the protection of life and property, prevention of crimes, apprehension of criminals and the general enforcement of laws and ordinances.

My signature below indicates that the job duties for this position have been reviewed and the classification is correct.

Section Head

2

Department Director / Designee

Human Resources Approved

Yes

Please  
provide  
remarks

4

Director of Human Resources / Designee

OMB Department Approved

Yes

Please  
provide  
remarks

3

Director of OMB / Designee

Personnel Clerk

5

**City of Fort Lauderdale - Human Resources Department****Personnel Requisition****Part 2 - Non-Budgeted Positions****Non-Budgeted Position** POLICE OFFICER**Position Number***(to be entered by Personnel)*

Please provide justification for your request

Length of time Position is needed

**From Date****End Date**

Source of Funds Explanation

City Manager Office Approve

City Manager's Office - Signature

City Manager's Office - Comments

**EXHIBIT B****City of Fort Lauderdale  
Department of Human Resources**

100 N Andrews Ave • Fort Lauderdale, Florida 33301  
Voice Phone (954) 828-5300 TTD Phone (954) 828-5986

**EMPLOYMENT APPLICATION****OFFICE USE ONLY****APPROVED** ☐**DISAPPROVED** ☐**REASONS:**

\_\_\_\_\_

\_\_\_\_\_

**PX** \_\_\_\_\_**BY:** \_\_\_\_\_

**INSTRUCTIONS:** *Please print or type all information.* The application must be filled out accurately and completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications will not be considered. All statements made on the application are subject to verification. Exaggerated, false, or misleading statements may be cause for rejection of the application and/or termination of employment. Eligibility for hire may be based on a rating of this application; therefore, completeness and accuracy is of the utmost importance.

Position Applied For: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Message Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

***Please Check Appropriate Response***

1. Have you ever worked for the City of Fort Lauderdale?  
☐ Yes ☐ No

If yes, please give date(s) of employment. \_\_\_\_\_

2. Are you a U.S. citizen? ☐ Yes ☐ No

If no, are you authorized by Immigration and Naturalization to work in the U.S.? ☐ Yes ☐ No

Alien #A: \_\_\_\_\_

Admission #: \_\_\_\_\_

3. Will you work night shift? ☐ Yes ☐ No  
Will you work weekends? ☐ Yes ☐ No

4. Have you ever been fired, forced to resign, or resigned in lieu of termination? ☐ Yes ☐ No

If yes, please explain below:

Employer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Reason: \_\_\_\_\_

5. Are you related to a City employee or is any member of your family employed by the City of Fort Lauderdale?  
☐ Yes ☐ No If yes, please give the person's

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Department: \_\_\_\_\_

6. Have you ever been found guilty of, had adjudication withheld, or pled no contest to any violation of law?  
☐ Yes ☐ No

If yes, please give details below:

Date: \_\_\_\_\_

Agency: \_\_\_\_\_

Offense/Charge: \_\_\_\_\_

☐ Felony ☐ Misdemeanor

Outcome: \_\_\_\_\_

Note: A conviction does not automatically mean you cannot be employed by the City of Fort Lauderdale. The nature of the offense, how long ago it occurred, etc., are given consideration.

*Attach additional sheets as needed.*

7. Were you in the U. S. Armed Forces? ☐ Yes ☐ No  
Did you receive an honorable discharge? ☐ Yes ☐ No  
Do you claim veteran's preference? ☐ Yes ☐ No

If yes, City of Fort Lauderdale Department of Human Resources Form J-204 and the member 4 copy of your DD214 must accompany this application. **Form J-204 is available upon request.**

## 8. DRIVER'S LICENSE INFORMATION

Do you have a valid Driver's License? \_\_\_\_\_  
 Driver's License Number: \_\_\_\_\_  
 State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 CDL Class: \_\_\_\_\_  
 Endorsements: \_\_\_\_\_

Has your license ever been suspended? ☐ Yes ☐ No  
 Has your license ever been revoked? ☐ Yes ☐ No  
 If yes, please provide dates and explain: \_\_\_\_\_  
 \_\_\_\_\_

## 9. PLEASE LIST ALL TRAFFIC CITATIONS RECEIVED WITHIN THE LAST SEVEN (7) YEARS (driving under the influence, driving while intoxicated, etc., should be listed under number 6 on page 1).

Date: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Offense/Charge: \_\_\_\_\_  
 Points: \_\_\_\_\_  
 Outcome: \_\_\_\_\_

Date: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Offense/Charge: \_\_\_\_\_  
 Points: \_\_\_\_\_  
 Outcome: \_\_\_\_\_

Date: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Offense/Charge: \_\_\_\_\_  
 Points: \_\_\_\_\_  
 Outcome: \_\_\_\_\_

Date: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Offense/Charge: \_\_\_\_\_  
 Points: \_\_\_\_\_  
 Outcome: \_\_\_\_\_

*If you have more than four citations within the last seven years, please attach a separate sheet in the same format.*

## 10. EDUCATION AND SPECIAL TRAINING

Do you have a High School Diploma? ☐ Yes ☐ No GED? ☐ Yes ☐ No Date Obtained: \_\_\_\_\_

If not, highest grade completed: \_\_\_\_\_

Name and location of last High School attended: \_\_\_\_\_  
 Name City State

List Special Training (Business, Trade, Vocational, Armed Forces Schools, etc.) Below:

Name and Location	Total Hours Completed	Hours required for certification	Course/Subject Taken	Certificates Received

List Colleges and Universities Attended Below:

Name and Location	Credit Hours Received		Did you graduate?		Major/Minor Degree Field of Program of Study	Type of Degree Received
	Sem.	Qtr.	Yes	No		

INSTRUCTIONS: Beginning with your present or most recent job, describe your paid work experience for the past ten (10) years and list a minimum of three (3) employers. List each promotion or transfer as a separate job even if they were with the same employer. Include Military, part time, and self-employment. List all gaps in work history in spaces provided. If you have more than four (4) separate periods of employment, sign and attach sheets in the same format as below. Resumes will not be accepted as official applications.

(Job 1) Present or most Recent Employer						Employer: _____	
From		To		Total Time		Address: _____	
Mo.	Yr.	Mo.	Yr.	Yrs.	Mo.	Telephone Number: _____	
						Your Job Title: _____	
Hours per Week _____						Supervisor's Name and Title: _____	
Starting Salary \$ _____ per _____						Reason For Leaving Position: _____	
Last Salary \$ _____ per _____						May we contact your present employer? <input type="radio"/> Yes <input type="radio"/> No	
Specific Duties: _____							
_____							
Number of Employees supervised (if applicable): _____							

**BETWEEN THESE JOBS (if applicable):** ☐ UNEMPLOYED ☐ IN SCHOOL FROM (mo/yr): \_\_\_\_\_ TO (mo/yr): \_\_\_\_\_

(Job 2) Present or most Recent Employer						Employer: _____	
From		To		Total Time		Address: _____	
Mo.	Yr.	Mo.	Yr.	Yrs.	Mo.	Telephone Number: _____	
						Your Job Title: _____	
Hours per Week _____						Supervisor's Name and Title: _____	
Starting Salary \$ _____ per _____						Reason For Leaving Position: _____	
Last Salary \$ _____ per _____							
Specific Duties: _____							
_____							
Number of Employees supervised (if applicable): _____							

**BETWEEN THESE JOBS (if applicable):** ☐ UNEMPLOYED ☐ IN SCHOOL FROM (mo/yr): \_\_\_\_\_ TO (mo/yr): \_\_\_\_\_

(Job 3) Present or most Recent Employer						Employer: _____	
From		To		Total Time		Address: _____	
Mo.	Yr.	Mo.	Yr.	Yrs.	Mo.	Telephone Number: _____	
						Your Job Title: _____	
Hours per Week _____						Supervisor's Name and Title: _____	
Starting Salary \$ _____ per _____						Reason For Leaving Position: _____	
Last Salary \$ _____ per _____							
Specific Duties: _____							
_____							
Number of Employees supervised (if applicable): _____							

**BETWEEN THESE JOBS (if applicable):** ☐ UNEMPLOYED ☐ IN SCHOOL FROM (mo/yr): \_\_\_\_\_ TO (mo/yr): \_\_\_\_\_

(Job 4) Present or most Recent Employer						Employer: _____	
From		To		Total Time		Address: _____	
Mo.	Yr.	Mo.	Yr.	Yrs.	Mo.	Telephone Number: _____	
						Your Job Title: _____	
Hours per Week _____						Supervisor's Name and Title: _____	
Starting Salary \$ _____ per _____						Reason For Leaving Position: _____	
Last Salary \$ _____ per _____							
Specific Duties: _____							
_____							
Number of Employees supervised (if applicable): _____							

NOTE: We may contact previous employers to verify employment information.



**Did You:**

- ☐ Include your social security number?
- ☐ Answer all questions completely?
- ☐ Cover a full 10 year employment history?
- ☐ Explain all gaps in employment?
- ☐ Complete application supplement, if applicable?
- ☐ Submit copies of documents requested, if applicable?
- ☐ Sign and date the application?

**Please read this statement carefully before signing below:**

The City of Fort Lauderdale is an Equal Opportunity Employer.

I hereby certify that each response on this application and all other information I have furnished in applying for employment with the City of Fort Lauderdale is true and correct. I understand that any incorrect, incomplete, or false statement or information I have furnished may subject me to disqualification in an examination or to discharge at any time.

Copies of Education Documents, Birth Certificate, Photo Identification, and Social Security Card must be submitted prior to employment. All information is subject to investigation and verification.

**The City of Fort Lauderdale requests social security numbers for the following purposes: track employment application records; pre-employment background checks; verify eligibility for employment; withhold federal and state taxes; comply with state new-hire reporting requirements; enrollment in pension and benefits plans.**

Subsequent to an offer of employment, I give my voluntary consent to be medically examined and to provide a sample of urine which may be tested for use of drugs and/or controlled substances.

**My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact may result in disqualification or dismissal.**

SIGN YOUR NAME HERE

DATE

**NOTES:**

- Applicants must provide copies of documents required with application. Please include your social security number on all documents submitted.
- Applicants requesting reasonable accommodation during the job application process may contact the Human Resources Division at the address and phone number listed above. Such materials can be provided in alternative forms for the blind and visually impaired, upon request.

**NOTICE TO APPLICANT OF INTENT**  
**TO OBTAIN A CONSUMER REPORT**

Dear Applicant,

In connection with your application for employment, we would like to procure certain background information concerning you which is contained in a consumer report. A consumer report may contain information regarding your driving record and/or criminal background.

Before we procure a consumer report, you must authorize such procurement in writing. You have the right to decline authorization for us to procure a consumer report. However, we will not consider you further for employment if you so decline. On the bottom of this form, you will find a release which will allow us to obtain a consumer report. Please read the release carefully before signing it and indicating your choice regarding disclosure.

**RELEASE TO PROCURE A CONSUMER REPORT**

I have read the "Notice to Applicant of Intent to Obtain Consumer Report."

I understand that I have the right to decline authorization for the City of Fort Lauderdale to procure a consumer report concerning me.

Understanding these rights,

\_\_\_\_\_ I authorize the City of Fort Lauderdale to procure a consumer report concerning me.

\_\_\_\_\_ I do not authorize the City of Fort Lauderdale to procure a consumer report concerning me.

NAME (Print Please)

\_\_\_\_\_

SOCIAL SECURITY NUMBER

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE

\_\_\_\_\_

## City of Fort Lauderdale

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION SURVEY**

**TO ALL APPLICANTS:** The following information is being gathered by the City of Fort Lauderdale for research, affirmative action, and federal EEO reporting requirements. If you choose not to answer any of the items, you will not be subject to adverse treatment; however, we urge you to do so and assure you that this information will not be used to evaluate your application, and will be kept confidential.

JOB/POSITION APPLIED FOR: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

DATE OF BIRTH (Month/Day/Year): \_\_\_\_\_

**SEX**

- ☐ Male
- ☐ Female

**Race/Ethnic Categories (Check One)**

1. ☐ Black or African American (Not Hispanic or Latino): All persons having origins in any of the Black racial groups of Africa.
2. ☐ Native Hawaiian or Pacific Islander (Not Hispanic or Latino): All persons having origins in any of the peoples of the Hawaiian, Guam, Samoa, or other Pacific Islands.
3. ☐ Hispanic or Latino: All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
4. ☐ American Indian or Alaskan native (not Hispanic or Latino): All persons having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
5. ☐ White (Not Hispanic or Latino): All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
6. ☐ Asian (Not Hispanic or Latino): All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
7. ☐ Two or more races (Not Hispanic or Latino): All persons who identify with more than one of the above five races.

**HOW DID YOU LEARN OF THIS POSITION**

1. ☐ Ad in newspaper \_\_\_\_\_
2. ☐ Ad in trade journal \_\_\_\_\_
3. ☐ Ad on radio \_\_\_\_\_
4. ☐ Complete interest form and received notification
5. ☐ Job Line
6. ☐ City bulletin board/walk-in
7. ☐ Friend/City Employee
8. ☐ Internet \_\_\_\_\_
9. ☐ Job Fair \_\_\_\_\_
10. ☐ Agency Referral \_\_\_\_\_

**CITY OF FORT LAUDERDALE**  
**VETERAN'S PREFERENCE CLAIM FORM**  
**EXHIBIT C**

**VETERAN'S PREFERENCE:** Check the appropriate block if you are claiming veteran's preference. Documentation substantiating your claim must be furnished at the time of application. Per Florida Statutes, Chapter 295.07, veteran's preference points will be awarded on promotional exams only with regard to a veteran's first promotion after reinstatement or re-employment with the City after active duty service. Per Chapter 98-33, Laws of Florida, effective April 29, 1998, veteran's preference is only available to Florida residents. Indication of residence is usually voter registration, drivers license, physical location of home, application for homestead exemption, and application filed with the Circuit Court indicating intent to be a Florida resident.

CHECK ONE ONLY

REQUIRED PROOF

	A veteran with a compensable service-connected disability who is eligible for or receiving compensation, disability retirement or pension under public laws administered by the U.S. Veteran's Administration and the Department of Defense (10 points), <u>or</u>	DD214 or equivalent showing date of induction, date of separation, character of service, and document (dated within the past 12 months) from the Veteran's Administration, Department of Defense or the Division of Veteran's Affairs certifying the existence of a service-connected disability and the percent of the disability.
	The spouse of a disabled veteran (who cannot qualify for employment because of a total and permanent disability), or the spouse of a veteran missing in action, captured or forcibly detained by a foreign power (10 points), or	DD214, copy of marriage license and statement that spouse is still married; certification from the Department of Defense or the Veteran's Administration that the veteran is totally and permanently disabled and cannot qualify for employment due to a service-connected disability; or in the case of an M.I.A., a document from the Veteran's Administration or Department of Defense certifying such a condition.
	A veteran of any war who has served on active duty for at least one (1) day and who was discharged or separated with an honorable discharge from the Armed Forces of the United States of America if any part of such active duty was performed during a wartime era (5 points). Active duty for training is not allowable, <u>or</u>	DD214 or equivalent showing date of induction, date of separation and character of service.
	The unmarried widow or widower of a veteran who died of a service-connected disability (5 points).	DD214, document from Department of Defense or Veteran's Administration certifying service-connected death of the veteran, evidence of marriage and statement that spouse is not remarried.

Note: Under Florida law preference in appointment and employment shall be given, by the state and its political subdivisions, first to those persons included in 1 and 2 above, and second to those persons included under 3 and 4 above. If any applicant claiming veteran's preference for a vacant position is not selected for the position, they may file a complaint with the Division of Veteran's Affairs, P.O. Box 1437, St. Petersburg, Florida 33731. A complaint shall be filed within 21 days after notice of a hiring decision. If a notice of a hiring decision is not given, a complaint may be filed at any time.

I certify that information provided is complete and correct and that any misrepresentation of the claim of preference is grounds for disqualification or candidacy or termination of employment.

Applicant's Signature	Date	SS#
Veteran's Name (if different from applicant)		Veteran's SS#
OFFICE USE ONLY	Award	By

Select Year: 2009 

## The 2009 Florida Statutes

<a href="#">Title XX</a>	<a href="#">Chapter 295</a>	<a href="#">View Entire Chapter</a>
VETERANS	LAWS RELATING TO VETERANS: GENERAL PROVISIONS	

### 295.07 Preference in appointment and retention.--

(1) The state and political subdivisions in the state shall give preference in appointment and retention in positions of employment to:

(a) Those disabled veterans:

1. Who have served on active duty in any branch of the Armed Forces of the United States, have been separated therefrom under honorable conditions, and have established the present existence of a service-connected disability which is compensable under public laws administered by the U.S. Department of Veterans' Affairs, or
2. Who are receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the U.S. Department of Veterans' Affairs and the Department of Defense.

(b) The spouse of any person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of any person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

(c) A veteran of any war as defined in s. [1.01\(14\)](#). The veteran must have served at least 1 day during a wartime period to be eligible for veterans' preference. Active duty for training shall not be allowed for eligibility under this paragraph.

(d) The unmarried widow or widower of a veteran who died of a service-connected disability.

(2) The Department of Veterans' Affairs shall adopt rules to ensure that veterans are given special consideration in the employing agency's selection and retention processes. The rules must include the award of point values as articulated in s. [295.08](#), if applicable, or, where point values are not relevant, must include procedures to ensure that veterans are given special consideration at each step of the employment selection process, unless the sponsoring governmental entity is a party to a collective bargaining agreement, in which case the collective bargaining agreement must comply within 90 days following ratification of a successor collective bargaining agreement or extension of any existing collective bargaining agreement.

(3) Preference in employment and retention may be given only to eligible persons who are described in subsection (1) and who are residents of this state.

(4) The following positions are exempt from this section:

(a) Those positions that are exempt from the state Career Service System under s. [110.205\(2\)](#); however, all positions under the University Support Personnel System of the State University System as well as all Career Service System positions under the Florida Community College System and the School for the Deaf and the Blind, or the equivalent of

such positions at state universities, community colleges, or the School for the Deaf and the Blind, are included.

(b) Positions in political subdivisions of the state which are filled by officers elected by popular vote or persons appointed to fill vacancies in such offices and the personal secretary of each such officer, members of boards and commissions, persons employed on a temporary basis without benefits, heads of departments, positions that require licensure as a physician, licensure as an osteopathic physician, licensure as a chiropractic physician, and positions that require that the employee be a member of The Florida Bar.

**History.**--s. 1, ch. 24201, 1947; s. 1, ch. 70-7; s. 1, ch. 77-422; s. 1, ch. 78-372; s. 1, ch. 80-370; s. 4, ch. 87-356; s. 1, ch. 89-323; s. 3, ch. 92-80; s. 2, ch. 98-33; s. 79, ch. 99-13; s. 1, ch. 2001-273; s. 2, ch. 2003-42; s. 42, ch. 2007-217.

**EXHIBIT E**

Report of Eligibles

03/01/2010


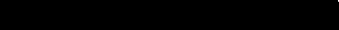
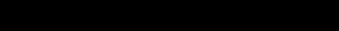
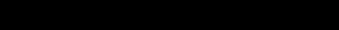
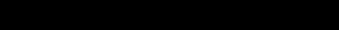
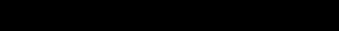
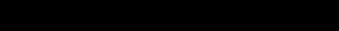
Page 1

City Of Fort Lauderdale

List Title: **Electro Technician**

Job Type: P  
 Recruit Type: OC  
 List Life: 12

Date: 03/01/2010  
 List Code: 250-02  
 Analyst: SYS

<u>Name</u>	<u>SSN</u>	<u>Rank</u>	<u>FinalGrd</u>	<u>EligDate</u>	<u>Typ</u>	<u>Sex</u>	<u>Eth</u>	<u>Vet</u>
V  1		1	80.00	03/01/2010	O	M	3	N
D 		2	78.00	03/01/2010	O	M	1	N
S 		3	76.00	03/01/2010	O			N
O 		4	74.00	03/01/2010	O	M	1	N
M 		4	74.00	03/01/2010	O	M	4	N
J 		5	72.00	03/01/2010	O	M	1	N
E 		6	71.00	03/01/2010	O	M	1	N

CITY OF FORT LAUDERDALE  
**CERTIFICATION OF ELIGIBILITY**

Date: 04/06/2010

To: [REDACTED] 1

From: [REDACTED] Director of Human Resources/Designee Signature

BELOW IS A LIST OF CANDIDATES ELIGIBLE FOR APPOINTMENT TO THE FOLLOWING POSITION:

Vacancy ID: 10-054    Class Title: Police Officer    Position No: P547  
 Type: Permanent    Division:  
 Department: Police

NAME/ADDRESS	TELEPHONE/SSN	REG. DATE	VET	RANK	ELIG. TYPE	*OUTCOME CODE
[REDACTED] 8	H(757) W( )	04/02/2010	V	1	O	
[REDACTED] 7	H(954) W(954)	02/24/2010	Y	2	O	
[REDACTED] 5	H(845) W(212)	04/02/2010	N	3	O	
[REDACTED] 4	H(252) W(571)	10/28/2009	N	4	O	
[REDACTED] 6	H(847) W(312)	12/23/2009	N	4	O	
[REDACTED] 3	H(443) W( )	04/02/2010	N	5	O	

Please rate the quality of applicants and service received from the Personnel Staff.

1.) Applicants:    Excellent    Satisfactory    Unsatisfactory  
 2.) Service:       Excellent    Satisfactory    Unsatisfactory



Vacancy ID: 10-054

NAME/ADDRESS \_\_\_\_\_ TELEPHONE/SSN \_\_\_\_\_ REG. DATE \_\_\_\_\_ VET \_\_\_\_\_ RANK \_\_\_\_\_ ELIG. TYPE \_\_\_\_\_ \*OUTCOME CODE \_\_\_\_\_

To: [REDACTED] Date: \_\_\_\_\_

I recommend the appointment of [REDACTED] to fill the position effective: \_\_\_\_\_

at Pay Range/Step: \_\_\_\_\_.

Approved: \_\_\_\_\_ Department Head/Designee Signature \_\_\_\_\_ Approved: \_\_\_\_\_ City Manager/Designee Signature (M/C I, II, III )

Approved: \_\_\_\_\_ OMB Director/Designee \_\_\_\_\_

\*\*FOR SUPERVISORY POSITIONS, please indicate the incumbent's highest paid subordinate per PSM 6.26.2.1:

Name \_\_\_\_\_ Range/Step \_\_\_\_\_ + Assignment Pay \_\_\_\_\_ (if any)

- \* OUTCOME CODES:    HI - I have selected this candidate.  
                          NN - Candidate considered but not interviewed.  
                          NS - Interviewed but not selected.  
                          FA - Failed to appear for scheduled interview.  
                          FR - Failed to respond to schedule an interview.  
                          RI - No longer interested - candidate requested removal from list.  
                          WA - Candidate waived this interview only - keep on list.  
                          DI - Declined job offer - remove from list.

Form Revised: 12-30-2004

# EXHIBIT G

## **City of Fort Lauderdale Police and Fire Departments - New Hire and Promotional Activity Report**

**January 1, 2009 to September 30, 2009**

**City of Fort Lauderdale Police Department Recruitment Activity for January 1, 2009 to September 30, 2009**

**Recruitment Activity for Police Officer-Non Certified (61414N-61414T)**

<b>Group</b>	<b>Applicants</b>	<b>Scheduled for Oral Board</b>	<b>Took &amp; Passed Oral Board</b>	<b>Eligibility List</b>	<b>*Hired</b>
Black	146	74	44	44	5
Hispanic	299	173	83	83	11
White	516	330	173	173	11
Other	44	26	12	12	1
Male	908	554	284	284	21
Female	97	49	28	28	7

**Recruitment Activity for Police Officer-Certified (T61413-PO-13A)**

<b>Group</b>	<b>Applicants</b>	<b>Scheduled for Oral Board</b>	<b>Took &amp; Passed Oral Board</b>	<b>Eligibility List</b>	<b>*Hired</b>
Black	65	45	22	22	0
Hispanic	64	46	20	20	0
White	216	150	77	77	10
Other	9	8	5	5	0
Male	323	227	113	113	10
Female	31	22	11	11	0

\* Represents new hires during the reporting period and may include candidates from other list codes.

**City of Fort Lauderdale Fire Department Recruitment Activity for January 1, 2009 to September 30, 2009**

# Recruitment Activity for Paramedic/Firefighter (64005M -- 64005N)

Black	23	11	8	7	6	6	1
Hispanic	47	33	26	19	16	16	5
White	73	52	41	35	30	30	21
Other	17	11	9	9	6	6	2
Male	144	97	75	64	53	53	28
Female	16	10	9	6	5	5	1

\* Represents new hires during the reporting period and may include candidates from other list codes.

\* Revised 01/12/2010

### City of Fort Lauderdale Police Department New Hires

The following table displays newly hired employees indicated by race and gender of the employees from **January 1, 2009 to September 30, 2009**:

<b>Police Officer</b>	
<b>Race</b>	<b>Gender</b>
Black	4 Females, 1 Male
Hispanic	1 Female, 10 Males
White	2 Females, 19 Males
Other	1 Male

### City of Fort Lauderdale Police Department Promotions

The following table displays the number of promotions in the Police Department by rank, race, and gender during the period of **January 1, 2009 - September 30, 2009**:

<b>Rank</b>	<b>Race</b>	<b>Gender</b>
Police Lieutenant (649-02)	White	1 Male
Police Sergeant (616-10)	White	4 Males
	Hispanic	1 Male

### City of Fort Lauderdale Fire Department New Hires

The following table displays newly hired employees indicated by race and gender of the employees from **January 1, 2009 to September 30, 2009:**

<b>Paramedic/Firefighter (64005J-64005P)</b>	
Hispanic	1 Female, 4 Males
White	21 Males
Black	1 Male
Other	2 Male

<b>Fire Marshal (625-03)</b>	
White	1 Male

### City of Fort Lauderdale Fire Department Promotions

The following table displays the number of promotions in the Fire Department by rank, race, and gender during the period of **January 1, 2009 to September 30, 2009:**

Division Chief (634-06)	White	2 Males
Battalion Chief (633-08)	White	2 Males
Fire Lieutenant (632-11)	White Hispanic	1 Female, 7 Males 2 Males
Driver Engineer (631-20)	White	4 Males

**City of Fort Lauderdale  
Police and Fire  
Departments –  
Summary  
of racial and gender  
make-up**

As of September 30, 2009

## City of Fort Lauderdale Police Department

The following table is a summary of the total racial and gender makeup of the Police Department by rank:

	As of Dec. 2008	As of Sept. 2009	% Change
<b>Total Sworn Strength</b>	<b>478</b>	<b>491</b>	2.7%
<b>Total Sworn Officer</b>	<b>385</b>	<b>401</b>	4.2%
Male	331	342	3.3%
Female	54	59	9.3%
Black	48	50	4.2%
Hispanic	55	63	14.5%
White	278	283	1.8%
Other	4	5	25.0%
<b>Total Police Sergeant</b>	<b>61</b>	<b>61</b>	-
Male	54	54	-
Female	7	7	-
Black	4	4	-
Hispanic	6	6	-
White	51	51	-
<b>Total Police Lieutenant</b>	<b>6</b>	<b>6</b>	-
Male	6	6	-
Female	0	0	-
Black	0	0	-
Hispanic	0	0	-
White	6	6	-
<b>Total Police Captain</b>	<b>19</b>	<b>17</b>	-10.5%
Male	17	15	-11.8%
Female	2	2	-
Black	4	4	-
Hispanic	2	2	-
White	13	11	-15.4%
<b>Total Police Major</b>	<b>6</b>	<b>5</b>	-16.7%
Male	6	5	-16.7%
Female	0	0	-
Black	1	1	-
Hispanic	1	1	-
White	4	3	-25.0%
<b>Total Police Chief</b>	<b>1</b>	<b>1</b>	-
Male	1	1	-
Female	0	0	-
Black	1	1	-
Hispanic	0	0	-
White	0	0	-



## City of Fort Lauderdale Fire Department

The following table is a summary of total racial and gender makeup of the Fire Department by rank:

	As of Dec. 2008	As of Sept. 2009	% Change
<b>Total Sworn Strength</b>	<b>361</b>	<b>373</b>	<b>3.3%</b>
<b>Total EMT/Firefighter</b>	<b>68</b>	<b>63</b>	<b>-7.4%</b>
Male	63	58	-7.9%
Female	5	5	-
Black	6	6	-
Hispanic	13	12	-7.7%
White	48	44	-8.3%
Other	1	1	-
<b>Total Paramedic/Firefighter</b>	<b>108</b>	<b>126</b>	<b>16.7%</b>
Male	95	112	17.9%
Female	13	14	7.7%
Black	7	8	14.3%
Hispanic	24	27	12.5%
White	77	89	15.6%
Other	0	2	200.0%
<b>Total Fire Inspector I</b>	<b>0</b>	<b>1</b>	<b>100.0%</b>
Male	0	1	100.0%
Female	0	0	-
Black	0	0	-
Hispanic	0	0	-
White	0	1	100.0%
<b>Total Fire Inspector II</b>	<b>4</b>	<b>5</b>	<b>25.0%</b>
Male	3	4	33.3%
Female	1	1	-
Black	0	0	-
Hispanic	0	0	-
White	4	5	25.0%
<b>Total Driver Engineer</b>	<b>74</b>	<b>72</b>	<b>-2.7%</b>
Male	70	68	-2.9%
Female	4	4	-
Black	7	5	-28.6%
Hispanic	9	7	-22.2%
White	58	60	3.4%
<b>Total Fire Safety Lieutenant</b>	<b>6</b>	<b>6</b>	<b>-</b>
Male	5	5	-
Female	1	1	-
Black	0	0	-
Hispanic	0	0	-
White	6	6	-

## Fire Department Continued

	As of Dec. 2008	As of Sept. 2009	% Change
<b><u>Total Fire Lieutenant</u></b>	<b>77</b>	<b>78</b>	1.3%
Male	72	73	1.4%
Female	5	5	-
Black	6	5	-16.7%
Hispanic	4	6	50.0%
White	67	67	-
<b><u>Total Battalion Chief</u></b>	<b>16</b>	<b>16</b>	-
Male	15	15	-
Female	1	1	-
Black	1	1	-
Hispanic	2	2	-
White	13	13	-
<b><u>Total Division Chief</u></b>	<b>7</b>	<b>6</b>	-14.3%
Male	6	5	-16.7%
Female	1	1	-
Black	0	0	-
Hispanic	0	0	-
White	7	6	-14.3%
<b><u>Total Fire Chief</u></b>	<b>1</b>	<b>0</b>	-100.0%
Male	1	0	-100.0%
Female	0	0	-
Black	0	0	-
Hispanic	0	0	-
White	1	0	-100.0%

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### **1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

### **PART II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
- CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that

the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or

workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME****RELATIONSHIPS**


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**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**



**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.03): \_\_\_\_\_ Total Bid Discount (section 1.04): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.08): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

## Question and Answers for Bid #704-10581 - On-line Employment Software Services

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.